

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ABINGDON DIVISION**

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By: James P. Jones  
United States District Judge

<sup>1</sup> I will dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not significantly aid the decisional process.

Health Clinics, Inc. by practicing medicine with another entity in Buchanan County, Virginia. The Complaint seeks damages for this breach of contract.

A corporation may not proceed in forma pauperis and Arora, who is not an attorney, may not represent a corporation. See *Rowland v. Cal. Men's Colony*, 506 U.S. 194, 196, 201-02 (1993). Moreover, there is not complete diversity of citizenship between the defendant and the plaintiff corporation and thus the court is without subject matter jurisdiction. See *Ripalda v. Am. Operations Corp.*, 977 F.2d 1464, 1468 (D.C. Cir. 1992) (holding that dissolved corporation continues as citizen of state of incorporation for purposes of diversity jurisdiction).

In addition, Arora does not have standing alone to sue on a claim of the corporation. A Virginia corporation whose existence has been terminated retains the indefinite right to sue on any claim existing prior to termination. See Va. Code Ann. § 13.1-755 (Michie 1999). Even though Arora alleges that he is the sole successor-in-interest to the corporation's assets, it is the corporation, and not Arora, who must prosecute any breach of contract claim. See *Talasila, Inc. v. United States*, 240 F.3d 1064, 1066 (Fed. Cir. 2001); *Hutson v. Fulgham Indus., Inc.*, 869 F.2d 1457, 1462-63 (11th Cir. 1989).

For these reasons, I will grant the Motion to Dismiss.<sup>2</sup> A separate order consistent with this opinion will be entered forthwith.

DATED: June 23, 2003

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United States District Judge

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<sup>2</sup> The Complaint also names as defendants unknown defendants (“Does 1 through 25”) but there is no explanation why there are likely to be unknown party defendants to a breach of contract claim such as this. Accordingly, it is proper to dismiss the case in its entirety.